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17 *Attorneys for Defendant/Counterclaimant*

18 **NEW U LIFE CORPORATION**

19 **UNITED STATES DISTRICT COURT**

20 **DISTRICT OF NEVADA**

21 T1 PAYMENTS LLC, a Nevada limited  
22 liability company,

23 Plaintiff,

24 v.

25 NEW U LIFE CORPORATION, a California  
26 corporation

27 Defendant.

28 [And related Counterclaim]

**Case No. 2:19-cv-01816-APG-DJA**

**JOINT MOTION TO DISMISS  
LEFEBVRE PARTIES AS  
COUNTERCLAIM DEFENDANTS AND  
REQUEST FOR COURT TO RETAIN  
JURISDICTION**

1 Defendant and Counterclaimant New U Life Corporation (“New U”) and Counterclaim  
2 Defendants J.L. Marc Lefebvre and Lefebvre International Corporation (“Lefebvre Parties”), by and  
3 through their counsel, hereby stipulate and jointly move the Court for an Order as follows:

4 WHEREAS, on January 14, 2021, New U filed a First Amended Counterclaim (ECF No. 85)  
5 adding Lefebvre Parties as counterclaim defendants in the above-captioned action;

6 WHEREAS, New U and Lefebvre Parties have entered into a Confidential Settlement  
7 Agreement and Release dated August 9, 2021 (the “Settlement Agreement”) which has resolved all  
8 controversies between New U and Lefebvre Parties related to the action;

9 WHEREAS, the Settlement Agreement provides that the parties shall take all actions  
10 necessary to request that the action be dismissed as to Lefebvre Parties with prejudice, including all  
11 counterclaims, with each party bearing his or its own costs, attorneys’ fees, and expenses;

12 WHEREAS, in the Settlement Agreement, New U and Lefebvre Parties further agreed and  
13 stated their desire that this Court shall retain jurisdiction over any disputes arising out of, concerning,  
14 or relating to the Settlement Agreement;

15 THEREFORE, IT IS HEREBY STIPULATED AND REQUESTED by the moving parties  
16 that:

- 17 1. New U’s First Amended Counterclaim be dismissed with prejudice as to Lefebvre Parties  
18 only;
- 19 2. New U and Lefebvre Parties will bear their own costs, attorneys’ fees, and expenses; and
- 20 3. The Court will retain jurisdiction over any disputes between New U and Lefebvre Parties  
21 arising out of, concerning, or relating to Settlement Agreement.

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1 SO REQUESTED BY THE MOVING PARTIES this 11th day of August, 2021.

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3 **DUANE MORRIS LLP**

**ROME & ASSOCIATES, A.P.C.**

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5 By: /s/ Tyson E. Hafen  
Dominica C. Anderson (SBN 2988)  
6 Tyson E. Hafen (SBN 13139)

By: /s/ Brianna Dahlberg  
Eugene Rome (*pro hac vice*)  
Brianna Dahlberg (*pro hac vice*)

7 Attorneys for counterclaim defendants *J. L. MARC LEFEBVRE* and *LEFEBVRE*  
8 *INTERNATIONAL CORPORATION*

**BROWN BROWN & PREMSRIRUT**

Puoy K. Premsrirut (SBN 7174)

9 Attorneys for defendant/counterclaimant  
10 NEW U LIFE CORPORATION

11 **IT IS SO ORDERED** this 12 day of August, 2021.

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ANDREW P. GORDON  
15 UNITED STATES DISTRICT JUDGE  
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